HASSAN DISTRICT.

Notification dated 21st September 1930.

It is hereby notified for the information of the public that the collection right of matured canes of the descriptions noted below and the tapping of Wood Oil, from the duly marked trees in the Ghat Forests of the Mosalabad Range for the year 1930-31, will be sold by public auction, by the District Forest Officer, Hassan at Saklespur, on the 23rd October 1930, at 2 P.M. The sale will be subject to the confirmation of the Conservator of Forests in Mysore or the District Forest Officer, as the case may be :—

Produce	Forest or Locality of Coupe	Remarks
1. Mature Kenjeri and Kaman bettas	1. Kaginere 2. Kabbanale 3. Bele 4. Kenchenkuttanam 5. Kemphole	Only mature canes to be removed without in any way causing damage to the clump. The department has reserved the right to collect canes for departmental purposes.
2. Tapping and collecting and removing wood oil from marked trees.	1. Kaginere 2. Kabbanale 3. Bele	Only selected and previously marked trees to be tapped.

1. Defaulters on account of previous leases will not be permitted to bid.

2. No person will be allowed to bid unless he produces (1) a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent, and (2) deposits also with the sale conducting officer a sum of Rs. 10 in cash or currency note. The deposit amount of unsuccessful bidders will be fully returned immediately after the close of the sale.

3. The successful bidder shall immediately after the close of the sale, credit into the Taluk Treasury one-quarter of the entire sale amount with Local and Education Cesses at one anna and six pies in the rupee, respectively, on the full sale amount exclusive of Rs. 10 already deposited. In default, the deposit will be forfeited to Government and a resale will be held at the risk of the defaulting purchaser, who will be liable to make good the loss, if any, but shall not participate in the surplus, if any, to be realised.

4. Within fifteen days of the intimation of sale having been confirmed, the successful bidder shall pay up the balance of three-fourths sale amount to the Treasury at Saklespur and shall also execute a Muchalika on a dul stamped paper and shall furnish a cash security of Rs. 500 or one-fourth of the sale amount, whichever is less, which shall be deposited in the Government Savings Bank in the name of the purchaser, but duly pledged to the District Forest Officer, failing which, the amount already paid shall be forfeited to the Government and a resale held as above.

5. In case the purchaser happens to be a resident outside the State the full purchase money with cesses should be paid at the conclusion of the sale, failing which, the produce will be immediately resold at his risk forfeiting the initial deposit.

Other Conditions.

(*i*) The lessee shall during the course of exploitation, on no account remove immature or tender canes and be bound to leave at least three mature canes as seed bearers in each clump.

(*ii*) The lessee or his employees shall not damage the standing trees or other produce in the course of removal.

(*iii*) The lessee shall not sublet the lease without the written permission of the District Forest Officer.

(*iv*) The lessee shall remove the produce before the end of June 1931 and anything left unremoved thereafter shall remain at the disposal of the department.

(*v*) The lessee shall hold himself responsible for any fire that may be caused by negligence by himself or his workmen and shall render all assistance to putting it out.

(*vi*) The lessee or his workmen will not enter the State Forests either before sunrise or after sunset.

(*vii*) The lessee shall be bound to maintain accounts of the removal of these produce and to render them to the Range Forest Officer, every month during the course of operation.

(*viii*) The produce shall not be removed without being covered by a pass or permit issued by the Forest Range Officer.

(*ix*) In the event of breach of any of these conditions, the lease will be cancelled and the security already furnished forfeited in whole or in part at the discretion of the District Forest Officer whose orders will be final.

Resale Notification dated 3rd October 1930.

It is hereby notified for general information that the exclusive right of collecting Jangada (Cassia auriculata) and Kakke (Cassia fistula) bark on all Government reserved lands and State Forests from the date of confirmation of the sale to 30th June 1931, in the undermentioned Taluks will be sold talukwar, hobliwar firkawar, or in smaller or bigger areas as may be by public auction in the Court Hall of the Deputy Commissioner's Office at Hassan on Monday the 3rd November 1930, by the Deputy Commissioner, Hassan District or any Assistant Commissioner, who may be deputed by him with the help of the District Forest Officer, Hassan District, at 2 P.M.

The sales of the several taluks will be held at the risk of the original purchasers noted against each Taluk.

		Taluk Comprised.
Hassan District ..	...	1. Belur, Mr. Abdul Razak. 2 Arsikere, Mr. Chowdri Md. Gouse 3 Channarayapatna, Mr. Abdul Sattar. 4 Hole-Narsipur, Mr. Md. Usman.

Remarks.—Include production all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and exclude the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 noon and if it is not concluded on the same day will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 500 which must, except under unavoidable circumstances, be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall, immediately after the close of the sale, credit into the Government Treasury, one half of the total sale amount including the deposit already made together with local railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall pay up the balance sale amount and execute an agreement, as one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one quarter of the sale amount whichever is less, for each unit for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid, forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall, before entering on the collection of the barks, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable for the loss accruing therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are :—

(a) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(d) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms approved in Government Order No. G. 6119-21—Ft. 178-28-7, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(k) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forest either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests during the fire season, i.e., from the 15th February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

Notification dated 3rd October 1930.

It is hereby notified for the information of the public that the collection right of matured canes of the description noted below and the tapping of Wood Oil, from the duly marked trees in the Ghat Forests of the Manjarabad Range for the year 1930-31, will be sold by public auction, by the District Forest Officer, Hassan at Saklespur, on the 23rd October 1930, at 2 P.M. The sale will be subject to the confirmation of the Chief Conservator of Forests in Mysore or the District Forest Officer, as the case may be :—

Produce	Forest or Locality of lease	Remarks
1. Mature Kenjeri and Kaman bettas.	1. Kagineri ... 2. Kabbinale ... 3. Bisle ... 4. Kenchankumari ... 5. Kemphole ...	Only mature canes to be removed without in any way causing damage to the clump. The department has reserved the right to collect canes for departmental purposes.
2. Tapping and collecting and removing wood oil from marked trees.	1. Kagineri ... 2. Kabbinale ... 3. Bisle ...	Only selected and previously marked trees to be tapped.

1. Defaulters on account of previous leases will not be permitted to bid.

2. No person will be allowed to bid unless he produces (1) a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent, and (2) deposits also with the sale conducting officer a sum of Rs. 10 in cash or currency note. The deposit amount of unsuccessful bidders will be duly returned immediately after the close of the sale.

3. The successful bidder shall, immediately after the close of the sale, credit into the Taluk Treasury one-quarter of the entire sale amount with Local and Education Cesses at one anna and six pies in the rupee, respectively, on the full sale amount exclusive of Rs. 10 already deposited. In default, the deposit will be forfeited to Government and a resale will be held at the risk of the defaulting purchaser, who will be liable to make good the loss, if any, but shall not participate in the surplus, if any, to be realised.

4. Within fifteen days of the intimation of sale having been confirmed, the successful bidder shall pay up the balance of three-fourths sale amount to the Treasury at Saklespur and shall also execute a Muchalika on a duly stamped paper and shall furnish a cash security of Rs. 500 or one-fourth of the sale amount, whichever is less, which shall be deposited in the Government Savings Bank in the name of the purchaser, but duly pledged to the District Forest Officer, failing which, the amount already paid shall be forfeited to the Government and a resale held as above.

5. In case the purchaser happens to be a resident outside the State the full purchase money with cesses should be paid at the conclusion of the sale, failing which, the produce will be immediately resold at his risk forfeiting the initial deposit.

Other Conditions.

(*i*) The lessee shall, during the course of exploitation, on no account remove immature or tender canes and be bound to leave at least three mature canes as seed bearers in each clump.

(*ii*) The lessee or his employees shall not damage the standing trees or other produce in the course of removal.

(*iii*) The lessee shall not sublet the lease without the written permission of the District Forest Officer.

(*iv*) The lessee shall remove the produce before the end of June 1931 and anything left unremoved thereafter shall remain at the disposal of the Department.

(*v*) The lessee shall hold himself responsible for any fire that may be caused by negligence by himself or his watchmen and shall render all assistance to putting it out

(*vi*) The lessee or his watchmen shall not enter the State Forests either before sunrise or after sunset.

(*vii*) The lessee shall be bound to maintain accounts of the removal of these produce and to render them to the Range Forest Officer, every month during the course of operation.

(*viii*) The produce shall not be removed without being covered by a passport issued by the Forest Range Officer.

(*ix*) In the event of breach of any of these conditions, the lease will be cancelled and the security already furnished forfeited in whole or in part at the discretion of the District Forest Officer, whose orders will be final.

Notification dated 3rd October 1930.

It is hereby notified that the right to burn and remove charcoal in the coupes of the undermentioned Kavals of the Hassan District during the year 1930-31, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places noted below :—

The sale will commence at 1 P.M., precisely, and will be subject to the confirmation of the District Forest Officer or the Conservator as the case may be.

Name of Range	Name of State Forest and A. M. Kavals	Name of working circle	Coupe No.	Area in acres	Place of sale	Date of sale
Arsikere ...	Rangapur ...	...	Coupe of 1930-31.	100	Bagespur.	27th October 1930

2. Each bidder shall deposit a sum of Rs. 10 as earnest money before he is permitted to bid, which will be returned to him at the close of the sale, if his bid is not accepted. The accepted bidder shall, immediately after the close of the sale, pay one-fourth of the sale amount together with cesses due on the entire sale amount failing which, the right will be immediately resold at the risk of the defaulting bidder. He is liable to the loss, if any, that may accrue by such resale, but will not participate in any gain.

3. The Officer conducting the sale reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

4. The accepted bidder shall pay up the remaining three-fourths amount within a fortnight from the date on which the confirmation of the sale is intimated to him, in addition to a sum of Rs. 100 or one-fourth of the sale amount whichever is less as security towards the fulfilment of his contract, and also execute an agreement accepting the terms specified below :—

Conditions.

(*a*) That he binds himself to burn and remove the charcoal purchased by him before the 30th June 1931.

(*b*) That he agrees to make the fellings in a methodical manner from one corner of the coupe to the other, leaving the standard trees marked on the area intact along with all trees less than 9" in girth and trees yielding minor forest produce and such of the straight growing poles of the reserved kinds as are left out unmarked as standards through an oversight and all trees, shrubs and other thorny growth that are coming up within a radius of 6 feet from the sandal trees and saplings.

(*c*) That if any standard tree or other trees and saplings to be preserved on the area are cut, he will pay a fine not exceeding Rs. 5 per tree.

(*d*) That he agrees to remove all the charcoal outside the forest limits before the 30th June 1931 and that each removal shall covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf after check and measurement.

(*e*) That he agrees to abide by the rules of the department as regards the kindling of fires and holds himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That he agrees that no operations shall take place in the forest after sunset and before sunrise.

(*g*) That he agrees to the cancellation of the contract and the forfeiture of the deposit for breach of any of the terms of the contract.

(*h*) That he realizes that the contract lasts up to 30th June 1931 and that after which date he can have no right whatsoever over the coupe and the charcoal paid left unremoved.

(*i*) That he agrees not to sub-let the contract to anybody unless with the written sanction of the District Forest Officer.

SALE OF STANDING TIMBER.

Notification dated 3rd October 1930.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned coupes in the following State Forests of the Hassan District for the year 1930-31 will be sold by public auction by the District Forest Officer, or any other officer deputed by him, on the date and place and subject to the conditions mentioned below.

The sale will commence at 2 P.M. precisely, and will be subject to the confirmation of

the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

Name of Range	Name of forest	Name of working circle	Name of felling series	Kind of timber	Quantity in C.ft.	Place of sale	Date of sale	Distance from nearest Railway Station
Arsikere ..	Hirikalgudda State Forest.	Hirikal-gudda.	Karre F. S.	Honne ..	100 C.ft.	Arsikere T. B.	28th October 1930	9 miles

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale, the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kindwar for a lump-sum amount for the whole coupe.

5. Power is reserved to the Officer conducting the sale to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall fell and remove the timber trees purchased by him before the 15th June 1931.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(*c*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1931.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contracor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.